

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

2 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

In Re: **Felix Sementak
Alice Mary Sementak**

Case No.: 19-15941
Judge: Stacey L. Meisel

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

☐ Original
☐ Motions Included

☒ Modified/Notice Required
☐ Modified/No Notice Required

Date: 6/28/2019

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney **LRB**

Initial Debtor: **F S**

Initial Co-Debtor **AMS**

Part 1: Payment and Length of Plan

a. The debtor shall pay 200.00 Monthly to the Chapter 13 Trustee, starting on April 1, 2019 for approximately 60 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future Earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: _____

☐ Refinance of real property:

Description:

Proposed date for completion: _____

☒ Loan modification with respect to mortgage encumbering property:

Description: 67 Hepburn Road, Clifton, NJ 07012

Proposed date for completion: October, 2019

d. ☒ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection

☒ NONE

a. Adequate protection payments will be made in the amount of \$_____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Regular protection payments will be made in the amount of \$ 1000.00 to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: Wells Fargo (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

| Creditor | Type of Priority | Amount to be Paid |
|----------|------------------|-------------------|
| None | | |

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

| Creditor | Type of Priority | Claim Amount | Amount to be Paid |
|----------|------------------|--------------|-------------------|
|----------|------------------|--------------|-------------------|

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) Debtors will apply for a loan modification via DMM Portal, trustee to pay secured creditor only | Regular Monthly Payment (Outside Plan) |
|----------------|----------------------------|-----------|----------------------------|--|--|
| Wells Fargo | Real Estate | 41506.33 | 5% | | \$1,000.00 |
| Marcia A. Holz | Real Estate | 50000.00 | 0% | | |

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) | Regular Monthly Payment (Outside Plan) |
|----------|----------------------------|-----------|----------------------------|---|--|
|----------|----------------------------|-----------|----------------------------|---|--|

c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

| Name of Creditor | Collateral | Interest Rate | Amount of Claim | Total to be Paid through the Plan Including Interest Calculation |
|------------------|------------|---------------|-----------------|--|
|------------------|------------|---------------|-----------------|--|

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☐ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this section ALSO REQUIRES

the appropriate motion to be filed under Section 7 of the Plan.

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor Interest in Collateral | Annual Interest Rate | Total Amount to Be Paid |
|----------|------------|----------------|------------------------|----------------|--|----------------------|-------------------------|
| | | | | | | | |
| | | | | | | | |

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

| Creditor | Collateral to be Surrendered | Value of Surrendered Collateral | Remaining Unsecured Debt |
|----------|------------------------------|---------------------------------|--------------------------|
|----------|------------------------------|---------------------------------|--------------------------|

f. Secured Claims Unaffected by the Plan ☒ NONE

The following secured claims are unaffected by the Plan:

Creditor
Ford Motor Credit
PNC Bank

g. Secured Claims to be Paid in Full Through the Plan ☐ NONE

| Creditor | Collateral | Total Amount to be Paid through the Plan |
|----------|------------|--|
| | | |

Part 5: Unsecured Claims ☐ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$___ to be distributed *pro rata*
- ☐ Not less than ___ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

| Creditor | Basis for Separate Classification | Treatment | Amount to be Paid |
|----------|-----------------------------------|-----------|-------------------|
|----------|-----------------------------------|-----------|-------------------|

Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

| | | | | |
|-------------------------------|--|--------------------------------------|--|---------------------------------|
| Creditor Ford Motor Credit | Arrears to be Cured in Plan None | Nature of Contract or Lease Lease | Treatment by Debtor to be paid outside plan | Post-Petition Payment 350.00 |
|-------------------------------|--|--------------------------------------|--|---------------------------------|

Part 7: Motions ☐ **NONE**

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ☒ **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

| Creditor | Nature of Collateral | Type of Lien | Amount of Lien | Value of Collateral | Amount of Claimed Exemption | Sum of All Other Liens Against the Property | Amount of Lien to be Avoided |
|----------|----------------------|--------------|----------------|---------------------|-----------------------------|---|------------------------------|
|----------|----------------------|--------------|----------------|---------------------|-----------------------------|---|------------------------------|

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒ **NONE**

NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor's Interest in Collateral | Total Amount of Lien to be Reclassified |
|----------|------------|----------------|------------------------|----------------|--|---|
|----------|------------|----------------|------------------------|----------------|--|---|

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☐ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Amount to be Deemed Secured | Amount to be Reclassified as Unsecured |
|----------|------------|----------------|------------------------|-----------------------------|--|
| | | | | | |
| | | | | | |

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) **Other Administrative Claims**
- 3) **Secured Claims**
- 4) **Lease Arrearages**
- 5) **Priority Claims**
- 6) **General Unsecured Claims**

d. Post-Petition Claims

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☒ **NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 6/28/2019

| | |
|--|--|
| Explain below why the plan is being modified: | Explain below how the plan is being modified: |
| Per include Wells Fargo arrearage & 3rd Mtg | To update arrearage and include 3rd mtg |

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☐ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ **NONE**

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 6/28/2019 /s/ Felix Semtak
Felix Semtak
Debtor

Date: 6/28/2019 /s/ Alice Mary Semtak
Alice Mary Semtak
Joint Debtor

Date 6/28/2019

/s/ Leonard R. Boyer, Esq.

Leonard R. Boyer 010241984

Attorney for the Debtor(s)

Certificate of Notice Page 8 of 9
 United States Bankruptcy Court
 District of New Jersey

In re:
 Felix Semtak
 Alice Mary Semtak
 Debtors

Case No. 19-15941-SLM
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin
 Form ID: pdf901

Page 1 of 2
 Total Noticed: 34

Date Rcvd: Jul 02, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 04, 2019.

db/jdb
 cr +Felix Semtak, Alice Mary Semtak, 67 Hepburn Road, Clifton, NJ 07012-1915
 +WELLS FARGO BANK, N.A., Phelan Hallinan & Schmieg, PC, 1617 JFK Boulevard, Suite 1400, Philadelphia, PA 19103-1814
 518139110 +American Express, c/o Nationwide Credit Co., P.O. Box 14581, Des Moines, IA 50306-3581
 518139109 +American Express, c/o Alltron Financial LP, P.O. Box 722929, Houston, TX 77272-2929
 518212118 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
 518139111 +Amex, Correspondence/Bankruptcy, Po Box 981540, El Paso, TX 79998-1540
 518245997 Capital One, N.A., c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
 518215401 +Chase Bank USA, N.A., c/o National Bankruptcy Services, LLC, P.O. Box 9013, Addison Texas 75001-9013
 518139114 +Chase Card Services, Attn: Bankruptcy, Po Box 15298, Wilmington, DE 19850-5298
 518139115 Citi/Sears, c/o Capital Management Services, 69872 South Ogden Street, Buffalo, NY 14206
 518279961 +Citibank, N.A., 701 East 60th Street North, Sioux Falls, SD 57104-0493
 518139116 +Citibank/The Home Depot, Attn: Recovery/Centralized Bankruptcy, Po Box 790034, St Louis, MO 63179-0034
 518139117 +Discover Financial, c/o Pressler Felt & Warshaw, 7 Entin Road, Parsippany, NJ 07054-5020
 518144660 ++FORD MOTOR CREDIT COMPANY, P O BOX 62180, COLORADO SPRINGS CO 80962-2180
 (address filed with court: FORD MOTOR CREDIT COMPANY LLC, DEPT. 55953, PO BOX 55000, DETROIT, MI. 48255-0953)
 518139118 +Ford Motor Credit, P.O. Box 105704, Atlanta, GA 30348-5704
 518224698 +Marcia A. Holz, c/o Evan Yablonsky, Esq., Bressler, Amery & Ross, P.C., 325 Columbia Turnpike, Florham Park, NJ 07932-1235
 518139120 +Marcia Ann Holz, 992 Valley Road, Franklin Lakes, NJ 07417-1716
 518139121 +PNC Bank, Attn: Bankruptcy Department, Po Box 94982: Ms: Br-Yb58-01-5, Cleveland, OH 44101-4982
 518280690 +PNC Bank, N.A., PO Box 94982, Cleveland, OH 44101-4982
 518139122 +Pnc Mortgage, Attn: Bankruptcy, 3232 Newmark Drive, Miamisburg, OH 45342-5433
 518139123 +Sunrise Credit Services, Inc., Attn: Bankruptcy, 260 Airport Plaza, Farmingdale, NY 11735-4021
 518139125 +Target, Attn: Bankruptcy, Po Box 9475, Minneapolis, MN 55440-9475
 518263910 Wells Fargo Bank, N.A., Wells Fargo Bank, N.A., Default Document Processing, MAC# N9286-01Y, 1000 Blue Gentian Road, Eagan MN 55121-7700
 518139126 +Wells Fargo Home Mortgage, c/o Phelan Hallinan Diamond & Jones, P.C., 1617 JFK Boulevard, Suite 1400, Philadelphia, PA 19103-1814

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. smg

E-mail/Text: usan.j.njbankr@usdoj.gov Jul 03 2019 01:14:55 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
 smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Jul 03 2019 01:14:48 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
 cr +E-mail/PDF: gecsedirecoverycorp.com Jul 03 2019 01:10:47 Synchrony Bank, c/o PRA Receivables Management, LL, POB 41021, Norfolk, VA 23541-1021
 518166428 E-mail/Text: mrdiscen@discover.com Jul 03 2019 01:13:32 Discover Bank, Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025
 518139119 +E-mail/Text: bncnotices@becket-lee.com Jul 03 2019 01:13:44 Kohls/Capital One, Kohls Credit, Po Box 3120, Milwaukee, WI 53201-3120
 518231602 E-mail/Text: bnc-quantum@quantum3group.com Jul 03 2019 01:14:33 Quantum3 Group LLC as agent for, Crown Asset Management LLC, PO Box 788, Kirkland, WA 98083-0788
 518142097 +E-mail/PDF: gecsedirecoverycorp.com Jul 03 2019 01:10:45 Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
 518139124 +E-mail/PDF: gecsedirecoverycorp.com Jul 03 2019 01:10:45 Synchrony Bank/Lowes, Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060
 518271495 +E-mail/Text: bncmail@-legal.com Jul 03 2019 01:15:11 TD Bank USA, N.A., C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132
 518266474 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Jul 03 2019 01:24:45 Verizon, by American InfoSource as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
 TOTAL: 10

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

518139112* +Amex, Correspondence/Bankruptcy, Po Box 981540, El Paso, TX 79998-1540
 518139113* +Amex, Correspondence/Bankruptcy, Po Box 981540, El Paso, TX 79998-1540
 518280896* +PNC Bank, N.A., P.O. Box 94982, Cleveland, OH 44101-4982

TOTALS: 0, * 3, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

District/off: 0312-2

User: admin
Form ID: pdf901

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Total Noticed: 34

Date Rcvd: Jul 02, 2019

***** BYPASSED RECIPIENTS (continued) *****

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 04, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 28, 2019 at the address(es) listed below:

Evan Yablonsky on behalf of Creditor Marcia A. Holz eyablonsky@bressler.com,
dgarcia@bressler.com
John R. Morton, Jr. on behalf of Creditor Ford Motor Credit Company LLC, servicer for CAB
EAST LLC ecfmail@mortoncraig.com, mortoncraigecef@gmail.com
Kevin Gordon McDonald on behalf of Creditor PNC BANK, NATIONAL ASSOCIATION
kmcDonald@kmlawgroup.com, bkgroup@kmlawgroup.com
Leonard R Boyer on behalf of Debtor Felix Sentak lrbnjesq@gmail.com,
mcordova48890@aol.com;r.lr73573@notify.bestcase.com;aocasio768@aol.com
Leonard R Boyer on behalf of Joint Debtor Alice Mary Sentak lrbnjesq@gmail.com,
mcordova48890@aol.com;r.lr73573@notify.bestcase.com;aocasio768@aol.com
Marie-Ann Greenberg magecf@magtrustee.com
Robert Davidow on behalf of Creditor WELLS FARGO BANK, N.A. nj.bkecf@fedphe.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 8